

4

CLE CREDITS
including ethics*

Murray on Contracts

The Top Ten Things Every Attorney Should (But Probably Doesn't) Know About Contract Law

Dates & Locations

Pittsburgh
Fri., Apr. 27, 2007

Philadelphia
Fri., Aug. 24, 2007

Mechanicsburg
(live via videoconference)
Fri., Aug. 24, 2007

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PENNSYLVANIA BAR INSTITUTE

Continuing Education Arm of the Pennsylvania Bar Association

BRINGING EXCELLENCE TO CLE

The **Top Ten Things** *Every* Attorney Should (But Probably Doesn't) Know About **Contract Law**

At some point, virtually every attorney—from seasoned commercial lawyers, to the novice, to lawyers who practice outside commercial law—is called upon to draft or review a contract or to litigate a contract dispute.

Because contract law is so widely practiced, many fall into the trap of thinking that if they can read it, they are sufficiently expert in it.

Wrong!

The competent practice of contract law requires a comprehensive understanding of relevant case and statutory law. “Drafting-by-form book” does the client a disservice, as does litigating “by the seat of your pants” without being conversant with critical concepts.

Dates & Locations

Pittsburgh • Fri., Apr. 27, 2007

Pittsburgh Marriott City Center
112 Washington Place

Philadelphia • Fri., Aug. 24, 2007

The CLE Conference Center, Wanamaker Building
10th Floor, Ste 1010, Juniper St. entrance
(between 13th & Broad Sts., opposite City Hall)

Mechanicsburg • Fri., Aug. 24, 2007 (live via videoconference)

PBI Conference Center
5080 Ritter Rd., Rossmoyne Exit, Rt. 15

9:00 am to 1:15 pm; registration begins at 8:30 am

The “hot” topics in contract law that most attorneys never studied in school

- “rolling” theory of contract law
- the ever-evolving “battle of the forms”
- the new face of unconscionability

Things that most lawyers have forgotten or may never have learned

- assignments and anti-assignment clauses
- conditions versus promises
- NOM and anti-waiver clauses
- the parol evidence rule and post-formation modifications
- misuse of “time is of the essence” clauses

**You have to attend
to hear the rest!**

Course Planner

Timothy Murray, Esq.
Murray, Hogue & Lannis
Pittsburgh

4 CLE CREDITS
including ethics*

* This program has been approved by the Pennsylvania Continuing Legal Education Board for 3 hours of CLE credit in substantive law and 1 hour in ethics. If you attend less than the full time of the program, you will receive only substantive credits for the time of your attendance. If you attend the entire program, you will receive 3 credits in substantive law and 1 credit in ethics.

Faculty



Dr. John E. Murray, Jr
Murray, Hogue & Lannis, Pittsburgh

Dr. John E. Murray, Jr. is one of the leading authorities in the United States on the law of contracts. His treatise, *Murray on Contracts* (Lexis Publishing, 4th ed. 2001), is used by law students and practicing attorneys across America and has been cited as authority in judicial opinions by numerous courts, including the United States Supreme Court. Dr. Murray is Chancellor and Professor of law at Duquesne University in Pittsburgh and a consulting and name partner at Murray, Hogue & Lannis. He is the author of twenty books and numerous law review articles on contract and commercial law. He is the author of the cumulative supplements for the multiple volume treatise *Corbin on Contracts* (Lexis Publishing, 2006) and is completely revising one of Professor Corbin's hardbound volumes.

Jon Hogue, Esq.
Murray, Hogue & Lannis, Pittsburgh

Mr. Hogue is Dr. Murray's partner at Murray, Hogue & Lannis. For better than 30 years, he has represented clients in all manner of commercial matters. Mr. Hogue represents large corporations and also serves as general counsel to various mid-size companies, providing legal counseling on a multitude of issues. He has vast experience trying complex commercial and contract cases, and has appeared in numerous courts, including the United States Supreme Court. Mr. Hogue has an "AV" rating by Martindale-Hubbell. He has served as an Adjunct Professor of Law at Carnegie Mellon University since 1981. For many years, Mr. Hogue has been involved in a wide range of community service. Among other things, he is a past President of the Board of Directors for Neighborhood Legal Services of Allegheny County. He is a graduate of Harvard University (*cum laude*) and the University Of Pittsburgh School Of Law, where he served as Executive Articles Editor of the Law Review and was a student of Dr. Murray.

Why Attend?

Outstanding-riveting lecturer.

*Spoke with authority; very instructional;
no "war stories."*

*Prof. Murray helped to fill the gaps my
contracts professor left in my education.*

*"King of Contracts", comical as well.
Bring him back!*

Very informative, well presented.

Thank you, Dr. Murray!

Prof. Murray is a real star.

*He is the best.
I'd go to anything he taught.*

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Registration Policy:

Preregistered students will receive priority on the distribution of course materials. Those intending to register at the door should telephone PBI at (800) 932-4637 to confirm that there have been no schedule changes and that the registration remains open.

Ticket Policy:

Time permitting, you will receive a registration ticket that will expedite your registration at the door. A registration confirmation ticket is *not* required for admittance.

Cancellation Policy:

In order to receive a refund for cancellation (less a \$25 administrative fee), you must notify PBI by mail or FAX no later than 2 working days prior to the course presentation date for the appropriate site. Otherwise, you will receive the course materials in full consideration of tuition paid.

Weather Related Cancellations:

Check www.pbi.org or call (800)-932-4637 ext. 2205.

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Requests for transfers will be honored if they are received prior to the date of the course.

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If special arrangements are required, please contact Brenda Bankowski at (800) 932-4637 at least ten days prior to the presentation date.

PBI Scholarships:

PBI offers substantially reduced tuition for most PBI seminars to allow attorneys experiencing financial hardship to fulfill their mandatory education requirement. For details and an application, contact Scholarship Administrator at scholarships@pbi.org or (800) 932-4637 Ext. 2284 at least 30 days before the program.

Legal Services/

Public Interest Lawyers:

PBI waives tuition fees for the first 12 hours of CLE taken in each calendar year for attorneys employed full-time by many nonprofit legal services and public interest organizations providing legal services to individuals at no or *de minimus* fees. These attorneys may enroll for additional CLE courses at 50 percent of the highest member fee.

Course Material Return Policy:

A ten-day return privilege applies to all book orders, less a \$6.00 handling fee. The return privilege does not apply to CDs; however, we will be happy to replace defective CDs at no charge to the customer.

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- ☐ Pittsburgh • Fri., Apr. 27, 2007
- ☐ Philadelphia • Fri., Aug. 24, 2007
- ☐ Mechanicsburg (live via videoconference) • Fri., Aug. 24, 2007

Tuition (includes course book)

- ☐ **\$179** Members — Pa., or any co. bar assn.
- ☐ **\$159** Members admitted after 1/1/03
- ☐ \$199 Nonmembers
- ☐ \$99 Paralegals attending with an attorney
- ☐ \$129 Paralegals attending alone
- ☐ \$90 Judges/judicial clerks
- ☐ \$80 Judges/judicial clerks admitted after 1/1/03

Course Materials

- ☐ **Course Book** (2007-4796) - **\$69**
plus \$6.00 shipping & \$4.50 tax (\$79.50 total)
- ☐ **Audio CD** (ACD-4796) - **\$39**
plus \$6.00 shipping & \$2.70 tax (\$47.70 total)
- ☐ **Audio CD & Book Set** (ACDS-4796) - **\$99**
plus \$6.00 shipping & \$6.30 tax (\$111.30)

If you are ordering course materials separately, please allow two weeks after the first program for the shipment of books and 4 to 6 weeks for shipment of the CDs and book sets.

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